



Request for Proposals (RFP) Maryland State Archives RFP 07-01 State House Exhibits Master Plan

This RFP is being advertised through multiple venues including eMaryland Marketplace, the Maryland Contract Weekly and through direct mailings. Prospective offerors who have received this document from a source other than the Issuing Office, (e.g., if you downloaded the document from eMaryland Marketplace), should immediately contact the Issuing Office and provide their name and email address so that the amendments to the RFP or other communications can be sent to them.

Minority Business Enterprises are Encouraged to Respond to this Solicitation

Key Information Summary

RFP Issue Date:	June 6, 2006	
Closing Date and Time:	July 3 at 3:00 p.m.	
Issuing Office:	Maryland State Archives	
Procurement Officer:	Timothy D. Baker, Deputy State Archivist	
Deliver Proposals to:	Maryland State Archives Room 223 350 Rowe Blvd Annapolis, MD 21401	phone: 410 260 6402 email: tbaker@mdsa.net

Pre-Proposal Conference: Scheduled on Friday, June 16 at 9:30 a.m. at the Maryland State House in Annapolis. Photo ID is required for entrance into the State House.

Written Questions Accepted: Written questions to the Procurement Officer only will be accepted at tbaker@mdsa.net prior to the Pre-Proposal Conference. Answers to all questions will be distributed. If these result in substantive changes to the RFP, all vendors who are known to have received a copy of the RFP will be provided written notification in the form of an amendment.

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Summary Requirements: This project is to prepare a master plan for improving the visitor experience to the State House by providing a first rate historic site and tourist attraction while maintaining a viable work environment for the staff of the executive and legislative branches of government who use this building on a daily basis.

Contractor Survey

In order to help us improve the quality of State bid and proposal solicitations, and make our procurement process more responsive and "business friendly," we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid, proposal, or "no bid," as the case may be. Thank you for your assistance.

Proposal Number: 07-01 State House Exhibits Master Plan

1. If you have responded with a "no bid", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of the bid/proposal is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other:

Please Describe

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

Remarks:

Offeror Name: _____

Contact Person: _____

Phone (____) _____ - _____

Address: _____

Section 1 - General Information

1.1 SUMMARY STATEMENT

This project is to prepare a master plan for improving the visitor experience to the State House by providing a first rate historic site and tourist attraction while maintaining a viable work environment for the staff of the executive and legislative branches of government who use this building on a daily basis.

1.2 ISSUING OFFICE

The sole point of contact in the State for purposes of this RFP is the Procurement Officer at the Issuing Office address listed below:

Timothy D. Baker, Deputy State Archivist
Maryland State Archives
350 Rowe Boulevard, Room 223
Annapolis, MD 21401
Telephone #: 410-260-6402
Fax #: 410-974-3895
E-mail: tbaker@mdsa.net

1.3 PRE-PROPOSAL CONFERENCE

Scheduled as noted above in "Key Information Summary" Section. Attendance is not mandatory but all interested offerors are encouraged to attend in order to facilitate better preparation of proposals.

1.4 CLOSING DATE

One original and one copy of vendor proposal must be received by the procurement officer by **3:00 P.M., June 26, 2006** local time, in order to be considered. Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt at the Issuing Office. Except as provided in COMAR 21.05.02.10, proposals or unsolicited amendments to proposals arriving after the closing time and date will not be considered. Proposals delivered electronically by email or facsimile will not be considered.

1.5 DURATION OF OFFER

Proposals submitted in response to this RFP are irrevocable for 90 days following the closing date. This period may be extended at the Procurement Officer's request only by an offeror's written agreement.

1.6 REVISIONS TO THE RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective offerors that were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Amendments made after the due date for proposals will be sent only to those offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to the RFP issued before the proposal due date must accompany the offeror's proposal in the transmittal letter accompanying the technical submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in a manner specified in the amendment notice.

Failure to acknowledge receipt does not relieve the offeror from complying with all terms of any such amendment.

1.7 CANCELLATIONS; DISCUSSIONS

The State reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

1.8 ORAL PRESENTATION

Offerors may be required to make oral presentations to State representatives in order to clarify their proposals. Significant representations made during the oral presentation must be confirmed in writing and shall become part of the offeror's proposal and are binding if the contract is awarded.

1.9 INCURRED EXPENSES

The State will not be responsible for any costs incurred by an offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

1.10 ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's proposal to meet the requirements of this RFP.

1.11 DISPUTES / PROTESTS

Any disputes relative to this solicitation shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.12 MULTIPLE OR ALTERNATE PROPOSALS

Multiple Proposals

An offeror may submit multiple proposals in response to this solicitation. One proposal must be complete in every way. This complete proposal shall be designated by the offeror as the "Primary Proposal" and both of its sealed envelopes (Technical and Financial) labeled as such, while each additional proposal shall be designated numerically in sequence (i.e.: "Proposal # 2," "Proposal # 3," etc.) and each of their sealed envelopes labeled as such. Each such multiple proposal is to include only that information which differs from the information in the primary proposal.

Alternate Proposals

An offeror may submit an alternate proposal in response to this RFP. Any such alternate proposal or proposals must still seek to meet the overall purpose of this RFP but may deviate from any specific programmatic goal/process required by this RFP. An alternate proposal must be submitted in addition to a proposal which fully addresses the specific requirements of the RFP. Such alternate proposals may be considered if overall performance would be improved and if the acceptance of an alternate proposal is in the best interest of the State. The preparation of the alternate proposal shall be the same as described for multiple proposals.

1.13 ACCESS TO PUBLIC RECORDS ACT NOTICE

An offeror should identify those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer will be required to make an independent determination whether the information may be disclosed (see COMAR 21.05.08.01).

1.14 OFFEROR RESPONSIBILITIES

The State will enter into a contractual agreement only with the selected offerors. Each selected offeror shall be responsible for all products and services required by this RFP. Subcontractors, excluding those used solely to meet MBE participation goals, must be identified and a complete description of their role must be included in the offeror's proposal. Subcontractors retained for the sole purpose of meeting the established MBE participation goals for this solicitation may be identified in Attachment D of this RFP.

1.15 MANDATORY CONTRACTUAL TERMS

By submitting an offer in response to this RFP, an offeror, if selected for award, agrees to the terms of this RFP and all provisions of the contract (Attachment A). Exceptions taken must be clearly defined in the Executive Summary of the Technical Proposal. Please note that any such exceptions may potentially disqualify the proposal.

1.16 BID/PROPOSAL AFFIDAVIT

All proposals submitted by an offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

1.17 CONTRACT AFFIDAVIT

All offerors are advised that if a contract is awarded as a result of this solicitation, the successful offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit need not be submitted with an offeror's proposal but must be provided upon notice of contract award.

1.18 ARREARAGES

By submitting a response to this solicitation, the offeror represents that it is not in arrears in the payment of any obligations due to the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become in arrears during the term of this contract if selected for contract award.

1.19 PROCUREMENT METHOD

The contract will be awarded in accordance with the competitive sealed proposals process under Maryland Code of Regulations (COMAR) 21.05.03.

1.20 CONTRACT DURATION

The expectation is that the work associated with the Contract resulting from this RFP shall be completed within a six to eight month period following approval of the Maryland Department of Budget and Management and upon the issuance of a purchase order. The contract duration shall not exceed one year.

1.21 CONTRACT TYPE

The Contract shall be a Fixed Price (FP) Contract as defined by COMAR Title 21.06.03.

1.22 PERFORMANCE BOND

The successful offeror is not required to submit a performance bond for this solicitation.

1.23 VERIFICATION OF REGISTRATION AND TAX PAYMENT

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore Maryland 21201. It is strongly recommended that any potential offeror complete registration prior to the due date for receipt of proposals. An offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful offeror from final consideration and recommendation for contract award.

1.24 NON-EXCLUSIVE USE

It is the State's intention to obtain services as specified in this RFP. However, the contracts resulting from this procurement shall not be construed to require the State to use this contract exclusively. The State reserves the right to procure these services from other sources when it is in the best interest of the State to do so.

1.25 EMARYLAND MARKETPLACE FEE

COMAR 21.02.03.06 requires that the successful bidder/offeror under this solicitation pay a fee to support the operation of eMaryland Marketplace. The applicable fee is based on total contract value (including base contract plus

all options). A total contract value that is other than an even dollar amount will be rounded to the nearest dollar to determine the appropriate fee level. For example, a total contract value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total contract value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply. A copy of COMAR 21.02.03.06 can be found on the eMM website at www.eMarylandMarketplace.com

The fee amount must be included within the rate or price of the proposal/bid and may not be quoted as a separate add-on price.

In order to receive a contract award, a vendor must be registered on eMaryland Marketplace. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. These guidelines can be found on the eMaryland Marketplace website at www.eMarylandMarketplace.com.

To assist vendors in determining the amount to be included in the proposal, MSA has provided the chart below that defines the fee based on the contract award amount.

Level	Contract Value	Fee
1	\$25,001 - \$50,000	\$100
2	\$50,001 - \$100,000	\$200
3	\$100,001 - \$200,000	\$500
4	\$200,001 - \$500,000	\$1,000
5	\$500,001 - \$1,000,000	\$2,500
6	\$1,000,001 - \$10,000,000	\$5,000
7	\$10,000,001 - \$25,000,000	\$7,500
8	\$25,000,001 - \$50,000,000	\$10,000
9	\$50,000,001 and over	\$15,000

1.24 FALSE STATEMENTS

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- a) In connection with a procurement Contract, a person may not willfully:
 1. Falsify, conceal, or suppress a material fact by any scheme or device;
 2. Make a false or fraudulent statement or representation of a material fact; or
 3. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

Section 2 – SCOPE OF WORK

2.1 BACKGROUND

The Maryland State House is one of the most historic buildings in Maryland. It was one of the first buildings in America to be declared a National Historic Landmark. As many as 350,000 visitors come to the State House every year, including many groups of school children. The exhibits in the State House are more than 20 years old and are in need of updating. The signage and “wayfinding” experience for visitors is difficult and uninviting.

The requirement to turn the State House into a first rate tourist attraction is complicated by the fact that the State House is a working office building that houses the offices of the governor, the Lt. governor, the speaker

of the House of Delegates and the president of the Senate and their staffs. Crowding and noise are recurrent problems which detract from the work environment, as well as from the visitor experience.

The Maryland State House: *A Nationally Important Landmark*

The Maryland State House is a genuine national treasure. Its unique dome has stood as a symbol of Maryland government and its people for more than 200 years. It is certainly the most recognized structure in the state. The historic events that took place within its walls were truly pivotal in the formation of the new nation as it struggled to gain its independence and then to form a new government.

In recognition of its historic role in our nation's history, the Maryland State House was designated a National Historic Landmark in 1960 by the National Park Service. According to the NPS: "National Historic Landmarks are exceptional places. They form a common bond between all Americans. While there are many historic places across the nation, only a small number have meaning to all Americans--these we call our National Historic Landmarks." The Maryland State House was among the first properties in the nation to receive such designation and was awarded it on the same day, December 19, 1960, as such revered landmarks as Mount Vernon and Monticello. The Maryland State House is now in its 227th year of continuous use as the seat of both the executive and legislative branches of state government and is the oldest state house still in continuous legislative use.

In addition to its central role in Maryland state history, the State House has also played an important part in the early years of our national history. In 1783-84, it was the capitol of the United States and is the only state house to have had that distinction. On December 23, 1783, General George Washington appeared before the Continental Congress, meeting in the Old Senate Chamber, to resign his commission as commander-in-chief of the Continental Army, a truly pivotal event in the development of the American system of government. Two weeks later, the Continental Congress, still meeting in the Old Senate Chamber, ratified the Treaty of Paris, officially ending the Revolutionary War.

Artwork in the State House

In addition to being one of the most historically important buildings in the United States, the State House is also home to paintings of great artistic and historical importance, many of them by one of the foremost colonial painters, Charles Willson Peale. The painting of *Washington, Lafayette and Tilghman at Yorktown* in the Old Senate Chamber is one of the most iconic images of the Revolutionary War era and is world-famous. The Thomas Sully portrait of Charles Carroll of Carrollton, one of Maryland's four signers of the Declaration of Independence and the only Roman Catholic signer, in the new Senate Chamber is considered one of the finest state portraits in the nation. The huge painting *Washington Resigning* that hangs in the grand staircase of the State House is a widely published image of one of the central events in the formation of our nation.

All of the works of art, as well as the historic furniture in the building, are part of the state-owned art collection that is managed by the Maryland Commission on Artistic Property of the Maryland State Archives. The collection, much of which is on display throughout the Annapolis complex, dates back to the 1700s and is integral to the interpretation of the State House and immeasurably enhances its historic importance.

The use of the public spaces in the State House is overseen by the State House Trust which approves any use of the spaces within State Circle, including the grounds and steps of the building. The Trust is chaired by Lt. Governor Michael S. Steele, as designee of the governor; Senate President Thomas V. Mike Miller, Jr.; Speaker Michael E. Busch; and Rodney Little, Director of the Maryland Historical Trust. The secretary of the Trust is State Archivist Edward C. Papenfuse who handles all requests for the use of the building and its grounds and circulates them to the members of the Trust for their consideration.

GENERAL REQUIREMENTS

This project will require a firm with experience in historic site exhibition design to provide a master plan for the reinterpretation of the State House, including improvements in wayfinding, visitor and crowd management, exhibition design and use of spaces. The plan will also include estimates of costs for the proposed refurbishment and redesign of signage, exhibitions and interpretive rooms. The costs to be estimated will include planning, writing, design, and installation of new exhibits in the State House, including an orientation film and other interactive components, as well as interpretive materials for different constituent groups of visitors. The plan will also include proposals for crowd control, as well as proposals for on-line content to supplement the exhibition content and to prepare students and visitors for their visit to the State House. It will also include proposals for individually guided audio tours to provide people with in-depth interpretation of the building, its history and its artwork.

Areas of State House and Grounds to be Included in Master Plan:

State House Grounds:

At present, signage around State Circle is profuse and confusing. This is particularly problematic given that visitors must enter through the doors on only one side of the building, yet people approach the State House from many different directions. Visitors are directed to enter the State House through "The Lawyers' Mall entrance," which is not very helpful to a newcomer to Annapolis.

Another problem is that State Circle is very difficult to navigate for visitors in wheelchairs because the sidewalk on the inside of the circle is not wide enough to accommodate them. Therefore, people in wheelchairs have to go around the circle on the outside and then cross to where there is handicapped access. Directional signage for these visitors is confusing at present and will become increasingly important when the Old Treasury Building is opened to the public and made ADA accessible, as is currently proposed and in the planning stages.

Old Treasury Building:

The Old Treasury Building is in the process of being made ADA accessible so that it can be incorporated into the visitor experience. Its use, as either a gateway to State Circle or in some other capacity is to be included in the overall design concept for the State House and State Circle. The Master Plan will address how to integrate the Old Treasury into the overall State House experience. As it is the oldest public building in Annapolis, dating from 1735, it is important to make it publicly accessible and to interpret its importance.

The Public Areas of the State House

At present, the primary focus of the exhibits in the State House is the 18th century, including the building of the State House, the evolution of State Circle, John Shaw, Congress in Annapolis, and Maryland and the creation of the U.S. Constitution. The focal point of a visit to the State House is the Old Senate Chamber and George Washington's resignation as commander-in-chief and the ratification of the Treaty of Paris.

One of the goals of the reinterpretation of the State House is to expand the scope of the exhibits to include all four centuries of the history of the building and the process of governing that takes place within its walls.

A proposed restoration of the Old House of Delegates Chamber to the period of circa 1876 will be the focus of the 19th century interpretation. This restored room will encompass the current rooms identified as the

Calvert Room (H-122) and Silver Room (H-123) on the attached floor plan. It is not envisaged that this room will be a museum environment like the Old Senate Chamber but rather a multiuse room for meetings, ceremonies and receptions that contains some interpretive exhibits relating to the State House and state government in the 19th century. The re-creation of the room and its furnishings will be the subject of a separate contract and funding source. However, the exhibits within it will have to be integrated into the overall exhibition plan for the building, so the master plan will require coordination with the design team working on the room.

Across the hall from the Calvert Room is the Old Senate Chamber (H-119) which is interpreted as an 18th century period room that visitors may only view from the doorways. This is the room in which Congress met in 1783-1784 and in which nationally important events took place, especially George Washington's resignation as commander-in-chief of the Continental Army.

The interpretation of this event is to be completely transformed with the display of Washington's personal copy of his resignation speech which the Archives has recently acquired. This is one of the most important documents in U.S. history as Washington's resignation formed the foundation of the American system of civilian government.

The display of this document and the letter written by James McHenry to his future wife describing the resignation ceremony will be one of the most important elements of the reinterpretation of the State House. The exhibition of the documents will have to be integrated into the Old Senate Chamber or the room beside it, the Senate Committee Room. The rooms currently identified as the Stairwell Room (H-120), the Visitors' Center (H-124) and the room behind it, and the Archives Room (H-121) will also contain new interpretive exhibits.

One of the above spaces, either in the State House or in the Old Treasury Building, could contain a continuously shown orientation film, if it is determined that such a film would be useful to visitors.

Four Centuries of History: Possible Themes for Reinterpretation of the State House

The 18th Century:

- The building of the State House
- Congress in Annapolis
- Washington's Resignation
- Ratification of the Treaty of Paris

The 19th Century

- Annexes to the State House, now replaced by early 20th century annex
- Maryland and the Civil War
- The Constitutions of 1864 and 1867
- Declaration of Rights of 1864 and abolition of slavery in Maryland

The 20th Century

- Building of current annex to State House
- New chambers for Senate and House of Delegates

The 21st Century

- Maryland government today
- The Executive Department and the Legislature
- How laws are made

Lower Level of the State House:

The lower level of the State House is primarily occupied by staff offices. However, it is also where many visitors enter the building (including all handicapped visitors). This area requires enhanced signage and

“wayfinding” assistance for visitors in order to access the main interpretive area on the floor above. This area also needs to be made more attractive and inviting to visitors. It is also a possible place to begin the interpretation of the building, to prepare visitors for what they will see inside.

See **Exhibit E** for an outline of themes of the existing exhibits in the State House. It is the Archives’ intention that much of the more detailed material will be moved to a Web site that can be accessed by teachers and visitors to supplement the information that they see in the State House exhibits.

Other consultants. It is anticipated that a preservation architect will be engaged to consult on feasibility and possible consequences of any proposed changes to the building. In addition, a furnishings consultant will be engaged, under a separate contract, to assist with the 19th century interpretation of the Old House of Delegates Chamber (the combined Calvert and Silver Rooms); any exhibitions within this recreated space will have to be integrated into the overall exhibition Master Plan.

Deliverables:

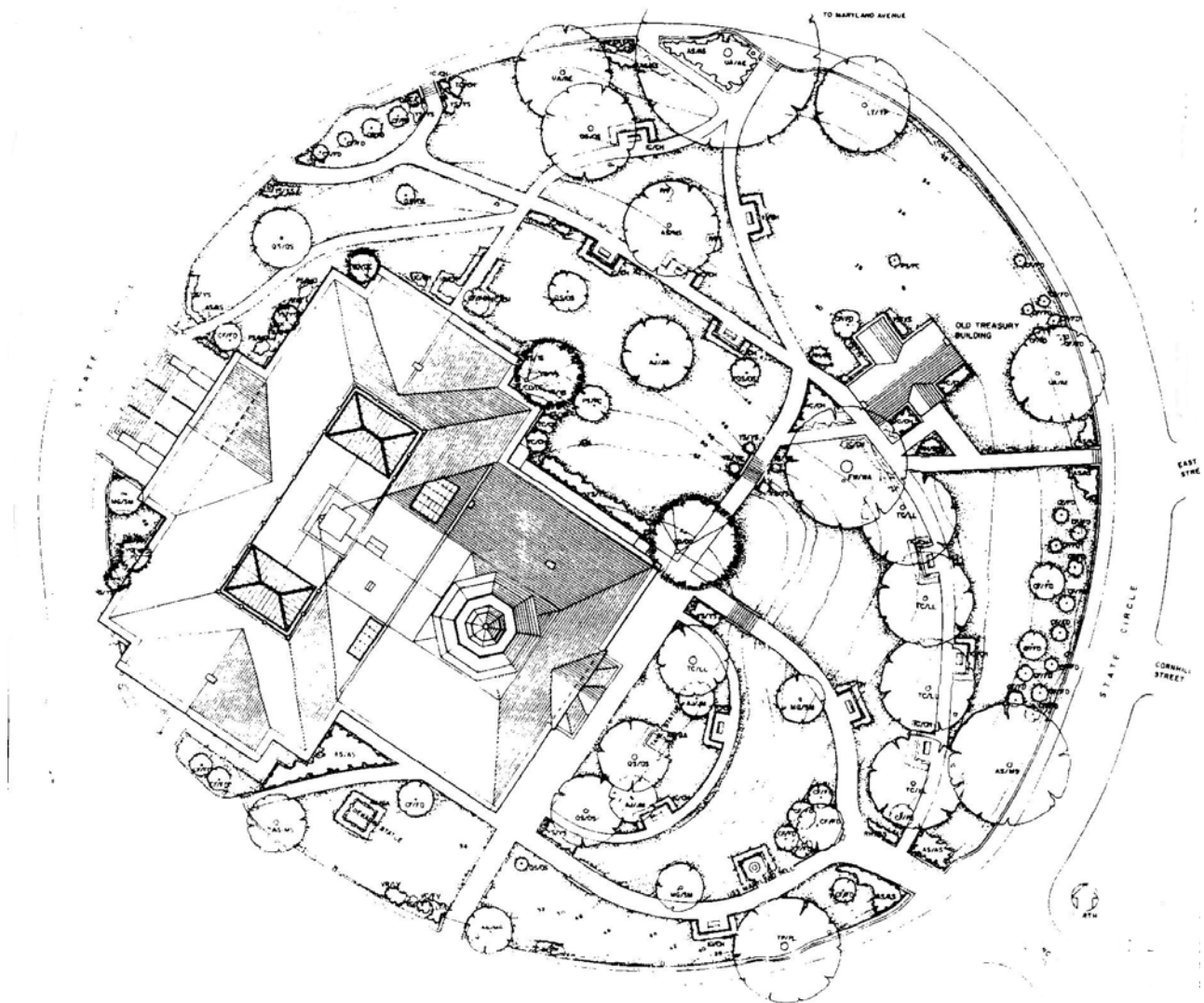
Proposal for renovation of the State House visitor experience that includes:

1. Schematic drawings of proposed signage for wayfinding on State Circle, into the building and within the building, and around the entire Annapolis complex of government buildings
2. Schematic drawings of proposed improvements to entrances to the State House
3. Proposals for use of each of the separate public spaces, including but not limited to:
 - a. The Old Treasury Building
 - b. Placement of Visitors’ Center
4. Schematic drawings of proposed exhibits relating to historical themes, within the public spaces
5. Proposals for artifacts to be included in exhibits
6. Proposal for content of orientation film, if one is to be included in the final plan
7. Proposals for creation of on-line content covering the following 2 themes:
 - a. A pre-visit resource guide for teachers of 4th or 5th grade students studying Maryland history
 - b. A resource guide on Maryland government, ie. who occupies the State House and how they work together to write and pass laws
8. Proposals for audio interpretation of various aspects of the State House, its history and its artwork
9. A plan for management of visitors and crowd control
10. Estimated budget for each phase of implementation, including:
 - a. Signage
 - b. Exhibition case construction
 - c. Exhibition graphics and label production
 - d. Exhibition installation
 - e. On-line content and implementation
 - f. Orientation film (if specified in interpretive plan)
 - g. PDA tour content and implementation

Schedule

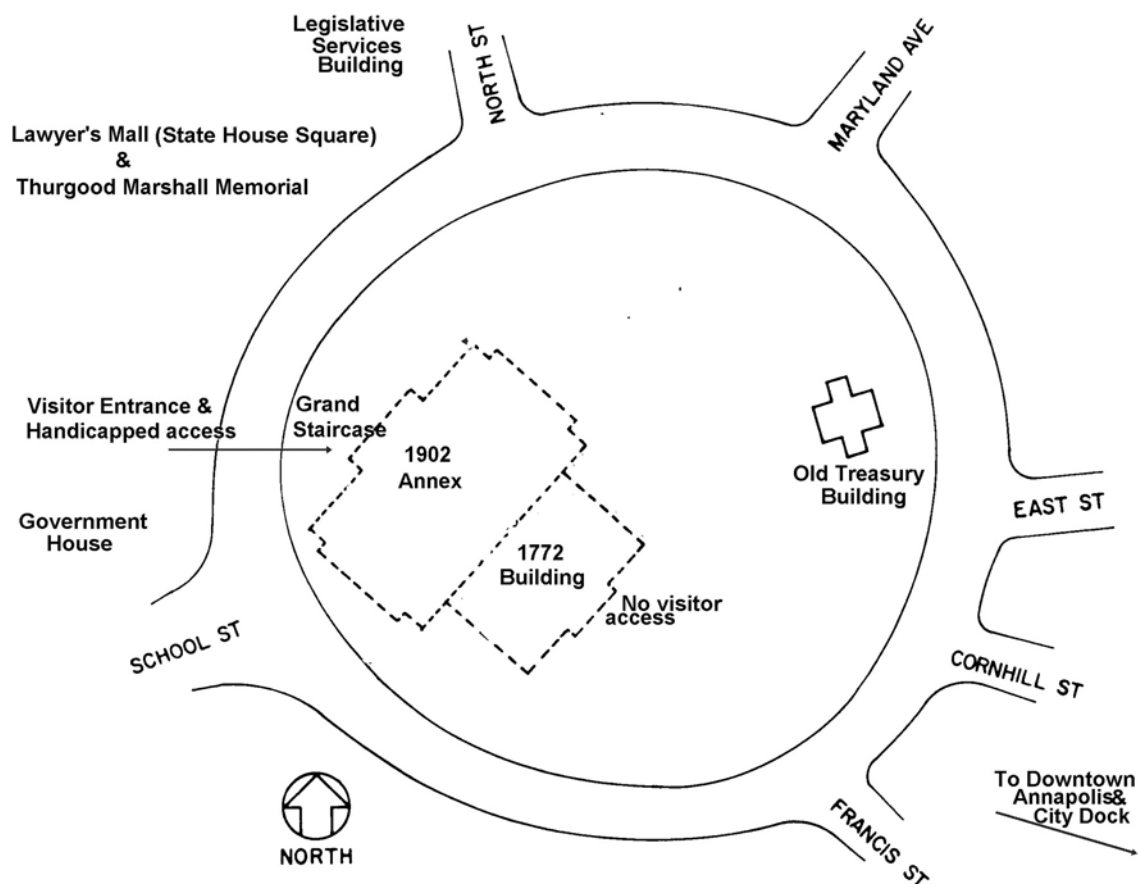
It is anticipated that the work on the Master Plan will begin as soon as contract award is made in July of 2006. Ideally, the plan will be complete within a 6 to 8 month timeframe with budget estimates for implementation being developed before the final draft is complete.

Plan of State Circle



Existing Access to the State House

THE MARYLAND STATE HOUSE and
STATE CIRCLE, Annapolis, Maryland



There are sidewalks on both the inside and outside of State Circle. The sidewalk on the inside of the Circle is not wheelchair accessible as it is very narrow. Therefore, wheelchairs must navigate around the outside of the Circle and then cross to the State House entrance at Lawyers' Mall.

Maryland State Archives: The primary contact for the project will be members of the staff of the Maryland State Archives who will provide historical research through access to the State House history site called *mdstatehouse.net*. Archives' staff will also provide guidance as to themes and content of the exhibits and will facilitate meetings and workshops as needed. Archives' staff will also maintain liaison with members of the State House Trust, staff of the Department of General Services, and other interested agency staff. Archives will also provide access as needed to all areas of the State House.

Section 3 – Proposal Format

3.1 TWO PART SUBMISSION

Offerors must submit proposals in two separate volumes:

- Volume I - Technical Proposal
- Volume II - Financial Proposal

Required Submissions:

1. Proposal Affidavit - Attachment B

3.2 VOLUME I - TECHNICAL PROPOSAL

A transmittal letter must accompany the proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. It should be brief and signed by an individual who is authorized to commit the offeror to the services and requirements as stated in the RFP.

Technical proposals must be submitted in a separate sealed package labeled "Technical Proposal" and must bear the name of the offeror, the name and number of the RFP and the closing date for proposals on the outside of the package. Inside this package one original shall be provided. Submission should include ONE original and ONE copy.

The technical proposal shall include:

3.2.1 Proposed Services.

The Offeror shall describe in detail its plan associated with accomplishing the work described in Section 2. This will include:

A description of how the firm plans to go about collecting the necessary information to perform the project and how it proposes to interact with Archives and other state agency staff.

Resumes and other credentials of staff who will working on the project, emphasizing their experience with similar projects and ability to work effectively with and coordinate a wide range of historical information and projects.

The proposed work plan, including a timeline for each element of the project.

3.2.2 Offeror Experience and Capability

Offerors' Technical Proposal shall include information on past experience with similar projects and pertinent corporate resources and shall include the following sections:

- An overview of experience rendering services similar to those included in Section 2 of this RFP. This description shall include a summary of the services offered, the number of years the offeror has provided these services, the number of clients, and descriptions and illustrations of the outcomes.
- Examples of creativity and imagination in solving complex problems and integrating a variety of elements into a coherent and cohesive plan that can reasonably be implemented.
- Examples of deliverables from previous projects of a similar nature.
- References of previous and existing clients for similar projects, including contact names, phone numbers and email addresses.
- The corporate resources that will be available to support this contract, including design capability, computer-based resources and programs, and examples of output.

3.3 VOLUME II - FINANCIAL PROPOSAL

Under separate sealed cover from the technical proposal and clearly identified with the same information noted on the technical proposal, the contractor must submit an original of the financial proposal. The financial proposal must be submitted on the form provided and included as Attachment D.

Section 4 – Evaluation Criteria and Selection Procedure

A Contract will be awarded in accordance with the Competitive Sealed Proposals procurement process under Code of Maryland Regulations 21.05.03.

The Competitive Sealed Proposals method could involve discussion and revision of proposals during these discussions. Accordingly, the State may hold discussions with all offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case, the State may determine an offeror to be not responsive and/or not reasonably susceptible of being selected for award.

Financial proposals of qualified offerors will be opened only after all technical proposals have been evaluated.

4.1 SELECTION PROCESS

The first step in the process will be to review the technical proposals for compliance with the proposal format in Section 3 of the RFP and for any exceptions the offeror has taken to the requirements of this RFP or contract (Attachment A.) Offerors who take exceptions may be disqualified and their proposals eliminated from further consideration.

Next, will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to ensure a full understanding of the State's requirements and the offeror's ability to perform the services requested. Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the offeror's proposal.

Offerors whose technical proposals are judged to be not reasonably susceptible of being selected for award may be disqualified at this point and their financial proposals will be returned to them unopened.

The separate financial proposal of each qualified offeror will be distributed to the evaluation committee for analysis following the completion of the technical evaluation. After a review of the financial proposals of qualified offerors, the Procurement Officer may again conduct discussions. When in the best interest of the State, the Procurement Officer may permit offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers.

Upon completion of all discussions and negotiations, the Procurement Officer will recommend award of a contract to a responsible offeror whose proposal has been determined to be the most advantageous to the State, considering evaluation and price factors as set forth in this RFP. **In making this most advantageous offeror determination, technical factors will be given more weight than financial factors.**

4.2 TECHNICAL PROPOSALS EVALUATION CRITERIA

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below which are listed in descending order of importance:

- A. Quality and creativity of the work plan offered
- B. Demonstrated experience and expertise in planning and creating history-based exhibits and those services described in Section 2
- C. Experience and creativity of the staff to be assigned to the project

4.3 FINANCIAL PROPOSALS

Financial proposals will be evaluated separately and as described in Section 4.1.

Section 5 – Attachments

In accordance with State Procurement Regulations, Attachment B and Attachment D must be completed and submitted with the Financial Proposal. Attachment C must be submitted at Contract award time.

Attachments to this solicitation include the following:

- | | |
|--|--------------|
| 1. Contract | Attachment A |
| 2. Proposal Affidavit | Attachment B |
| 3. Contract Affidavit | Attachment C |
| 4. Financial Proposal Form | Attachment D |
| 5. Themes of existing exhibits in the State House | Attachment E |
| 6. Proposal for the Old House of Delegates Chamber | Attachment F |
-

Maryland State Archives

Attachment "A" Contract

THIS CONTRACT entered into this _____ day of _____, 20_____, by and between _____, (the "Contractor") and the STATE OF MARYLAND (the "State"). This Contract shall be administered by the Maryland State Archives ("MSA").

IN CONSIDERATION OF the promises and the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Archives and the Contractor agree as follows:

SECTION 1 – DEFINITIONS

Except as provided otherwise in this Contract, terms used in this Contract and the RFP shall have the meanings provided in the RFP. In this Contract, the following words have the meanings indicated:

1.1 "Contractor" means _____ whose principal business address is _____.

1.2 "Contractor's Information" means proprietary works of authorship, that have been created for others, including without limitation software, methodologies, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, which have been originated, developed or purchased by Contractor or by third parties under contract to Contractor (a) before the issuance of this contract and (b) specifically identified in the contractor's bid.

1.3 "MSA" means the Maryland State Archives.

1.4 "Financial Proposal" means the Contractor's Financial Proposal dated _____ which was attached to the RFP as Attachment E.

1.5 "Procurement Officer" means Timothy D. Baker, Deputy State Archivist.

1.6 "RFP" means the Request for Proposals – _____.

1.7 "State" means the State of Maryland.

SECTION 2 - SCOPE OF SERVICES

2.1 Scope of Contract

The Contractor shall provide the products and services described in the RFP and the Offeror's proposal.

All services associated with this contract shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A - The RFP

Exhibit B - The Offeror's Proposal including the Financial Proposal

Exhibit C - Contract Affidavit

Exhibit D – Bid / Proposal Affidavit

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and modified in writing accordingly. The Contractor must assert in writing its right

to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

SECTION 3 - TIME FOR PERFORMANCE

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services for the period beginning on the date on which the Contract is executed by MSA and approved by the Department of Budget and Management. The time for performance will not exceed one year.

SECTION 4 – CONSIDERATION AND PAYMENT OF STATE OBLIGATIONS

4.1 The consideration to be paid the Contractor shall be in accordance with the RFP and the Offeror's Financial Proposal.

4.2 Payment to the Contractor shall be made in accordance with this Contract and Section 2 of the RFP and shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. MSA will accept an invoice from the contractor at the halfway point of the contract for an amount not to exceed 33% of the overall contract amount. The final payment will be made no later than 30 days of receipt of proper invoice following successful completion of the project.

Total amount of the contract shall not exceed \$

4.3 Each invoice must reflect the Contractor's federal tax identification number, which is _____. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.

4.4 In addition to any other available remedies if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer pursuant to this Contract.

SECTION 5 - MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS

5.1 If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

SECTION 6 - NON-HIRING OF OFFICIALS AND EMPLOYEES

6.1 No official or employee of the State of Maryland, as defined under State Government Article, Section 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall during the pendency and term of this contract and while serving as an employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract.

SECTION 7 - DISPUTES

7.1 This Contract shall be subject to the provisions of the State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.

7.2 Unless a lesser period is provided by applicable statute, regulation, or this Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

SECTION 8 - MARYLAND LAW

8.1 This Contract shall be construed, interpreted and enforced according to the laws of the State of Maryland.

SECTION 9 – MODIFICATIONS / AMENDMENTS

9.1 Any amendment to this Contract must first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law. No amendment to this Contract shall be binding unless so approved and unless it is in writing and signed by the party to be charged.

SECTION 10 - NON-DISCRIMINATION IN EMPLOYMENT

10.1 The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

SECTION 11 - CONTINGENT FEE PROHIBITION

11.1 The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this Contract without liability or, in its discretion, to deduct from the consideration otherwise payable to the Contractor the full amount of such fee or other consideration.

SECTION 12 - TERMINATION FOR CAUSE

12.1 If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State may seek to affirmatively collect damages. Termination hereunder, including rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

SECTION 13 - TERMINATION FOR CONVENIENCE

13.1 The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time-to-time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract; provided, however, that the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

SECTION 14 - DELAYS AND EXTENSIONS OF TIME

14.1 The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions may be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in

the performance of a State contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractor or supplier.

SECTION 15 - SUSPENSION OF WORK

15.1 The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

SECTION 16 - PRE-EXISTING REGULATIONS

16.1 In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.

SECTION 17 - FINANCIAL DISCLOSURE

17.1 The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within thirty (30) days of the time when the aggregate value of these contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information, to include disclosure of beneficial ownership of the business.

SECTION 18 - POLITICAL CONTRIBUTION DISCLOSURE

18.1 The Contractor shall comply with the Election Law Article, sections 14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term on (a) February 5, to cover the 6 month period ending January 31; and (b) August 5, to cover the 6 month period ending July 31.

SECTION 19 - RETENTION OF RECORDS

19.1 The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

SECTION 20 - COMPLIANCE WITH LAWS

20.1 The Contractor hereby represents and warrants that:

- (a) It is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time, may be necessary to remain so qualified;
- (b) It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- (c) It shall comply with all Federal, State and Local laws applicable to its activities and obligations under this Contract; and,
- (d) It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

SECTION 21 - LIABILITY FOR LOSS OF DATA

21.1 In the event of loss of any data or records necessary for the performance of this Contract, where such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating such lost data or records in the manner and time specified by the Procurement Officer.

SECTION 22 - INDEMNIFICATION

22.1 The Contractor shall indemnify the State against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

22.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

22.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

22.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

SECTION 23 – COST AND PRICE CERTIFICATIONS

23.1 By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

23.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

SECTION 24 – ADMINISTRATIVE

24.1 Procurement Officer. Work under this contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this agreement shall be referred to the Procurement Officer for determination.

24.2 The Procurement Officer shall constitute the final acceptance authority for work performed.

24.3 Notices. All notices required to be given by one party to the other hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State:

Timothy D. Baker
Deputy State Archivist
Maryland State Archives
350 Rowe Blvd. Annapolis, MD 21401

If to the Contractor:

SECTION 25 – PAYMENT OF STATE OBLIGATIONS

Electronic funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

SECTION 26 - REPRESENTATIONS

Each party to this agreement represents and warrants to the other that it has full right, power and authority to execute this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date and year first above written.

ATTEST: CONTRACTOR

BY: (name)

(title)

ATTEST: STATE OF MARYLAND

BY: (name)

(title)

Approved for form and legal sufficiency this _____ day of _____, _____

Assistant Attorney General

End of document February 13, 2006

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

_____.

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

(8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C(1)—(7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
-
-
-

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate

Attachment B

value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;
 - (h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)—(j), above.

Attachment B

(3) If the business is an individual, the individual shall certify and agree as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____ .

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

M. Repealed.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____ (Authorized Representative and Affiant)

**COMAR 21.07.01.25
CONTRACT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____
(title)

and the duly authorized representative of _____
(business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic_____) (foreign_____) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name: _____

Address: _____

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _____, 200____, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE: _____ BY: _____

Signature (Authorized Representative and Affiant)

RFP 07-01

Attachment D – Financial Proposal Form

INSTRUCTIONS

In order to assist offerors in the preparation of their financial proposals and to comply with the requirements of this solicitation, Attachment D, Financial Proposal Form, has been prepared. Offerors must print out and submit their price on this form in accordance with the instructions specified herein. Do not alter the form or the offer may be rejected. The Financial Proposal Form is to be completed, signed and dated by an individual who is authorized to bind the firm to all prices offered. Enter all information in the space provided.

Price being bid must be clearly typed or written in ink. Price must be the actual price the State will pay for all services outlined in the RFP and may not be contingent on any other factor or condition in any manner.

It is imperative that the prices included on Attachment D Financial Proposal Form have been entered correctly and calculated accurately by the offeror. Any incorrect entries by the vendor will be treated as provided in COMAR 21.05.02.12. Except as instructed on the form, nothing shall be entered on the bid price form that alters or proposes conditions or contingencies on the bid price.

All work and materials associated with RFP 07-01 State House Exhibits Master Plan:

\$_____

Submitted by _____
Authorized Representative Signature

Date: _____

Name: _____

Title: _____

Company Name: _____

Phone: _____

Federal ID Number: _____

Appendix E: Themes of Existing State House Exhibits:

Archives Room:

- John Shaw and the State House
- Buildings and Statues of State Circle
- The Maryland State House
- The Wye Oak (in case that previously held Great Seals of Maryland exhibit)

The Stairwell Room

- The Road to Peace
- The Treaty of Paris at Annapolis

The Old Senate Committee Room

- The Capital of America?
- Where Pleasure Holds Her Court
- Congress in Annapolis
 - Where They Stayed
- Washington's Commission
 - In Attendance

The Old Senate Chamber

- In Grateful Remembrance
- Washington's Uniform

The Maryland Silver Room:

- In Order to Form a More Perfect Union: Maryland the Seventh State
- A Bill of Rights and Constitution for Maryland: September 17, 1776
- The John Shaw Flag
- In Order to Form a More Perfect Union
 - Pleading for a Federal Constitution: November 5, 1786
 - Five Delegates to Philadelphia: May 26, 1787
 - First Printing of the U.S. Constitution in Maryland, September 22, 1787
 - We the Delegates...Having Fully Considered
 - The Joy of the People was Extreme
 - Parades, Huzzas, and Thirteen Toasts: May 1788
 - The Maryland Federalist
 - Extending the Ground of Public Confidence
 - Rights Defined
 - Stating Their Case
 - A Bill of Rights at Last: December 1789
 - Unfinished Business
- The *USS Maryland* Silver Service

Calvert Room: No exhibits. As noted above, this room is to combined with the Silver Room to recreate the Old House of Delegates Chamber

The text of the complete exhibit labels is available through the Web site *mdstatehouse.net* For password access to this site, please call Sasha Lourie on 410.260.6418.

The content of the existing exhibits is being made available to provide prospective bidders with an overview of the historical context of the State House and the events that took place there. It is the Archives' intention that much of the more detailed material will be moved to a Web site that can be accessed by teachers and visitors to supplement the information that they see in the State House exhibits.

The Old House of Delegates Chamber:
A Case for a 19th Century Interpretation
Prepared by the Maryland State Archives
for the State House Trust
September 2005

Currently, the interpretation of the Maryland State House emphasizes the historic events of the 18th century that took place in the Old Senate Chamber, and the modern achievements of the 20th century exemplified by the working House and Senate Chambers. The events of these two centuries are further enhanced by the restored 18th century architecture in the "old" State House and the neoclassical architecture of the "new" annex of 1902-1906. The creation of a space decorated in the style of the 19th century, and devoted to interpreting the events of that period, will allow visitors to the State House to experience over three centuries of Maryland's history in one building, from the colonial period up to the present day.

The proposed restoration of the Old House of Delegates to its appearance during the late 19th century will provide a richly decorative backdrop for interpreting the critical era between the early and the modern history of the State House, when two of the most significant legislative events took place there: the passage of the Declaration of Rights in 1864 that abolished slavery; and the signing of the Constitution of 1867, that is, to this day, the Constitution of Maryland. Earlier in the 19th century, the General Assembly passed, at the persistent urging of Delegate Thomas Kennedy, the so-called "Jew Bill" which gave Jewish citizens the right to hold public office in Maryland. In the very early days of the century, the General Assembly voted, in 1802, to abolish all property qualifications for voting and extend suffrage in state elections to free white males over the age of twenty-one, rights it extended to federal elections eight years later. Events of the 19th century clearly show that Maryland was on the leading edge of securing the democratic principles of the United States for its citizens.

Several refurbishments are documented to have taken place in the Old House of Delegates during the 19th century. However, the most vividly documented redecoration took place in 1876, during America's Centennial, when the country was looking back to its colonial beginnings and celebrating the modern achievements of the Industrial Age. The great Philadelphia Exposition of 1876 was a pivotal event that inspired not only national pride, but a host of restorations and redecorations in public buildings throughout the country. The Maryland State House was no exception, undertaking a complete refurbishment of the House of Delegates Chamber as well as renovations to the Senate and Executive Chambers, rotunda, windows, and exterior overseen by Baltimore architect George Frederick. In fact, it was George Frederick who designed the Maryland State Building at the 1876 Exposition, which today is installed at Druid Hill Park in Baltimore. Further research into the decor of Frederick's State Building at the Exposition may yield some important links between the design of the State House and Maryland's presence on the national stage.

Two highly detailed photographs of the chamber during this period provide ample physical evidence to recreate the architecture, furniture, window treatments, and lighting of the 1876 redecoration. A high-style Victorian room, the House of Delegates Chamber exemplified the very latest tastes in both domestic and public buildings. Other photographic evidence of the period shows similar Victorian decoration throughout the State House, including elaborate architectural elements, which, over time, were lost. A recreation of this excessively decorative style in the Old House of Delegates Chamber will provide a glimpse of how the building looked during the period, and provide a dramatic contrast to the austere Classical architecture of the Old Senate Chamber across the hall.

It is proposed that the Old House of Delegates Chamber be re-created as a multi-use space, architecturally restored and decorated to its appearance in 1876, but including reproduction seating and interpretative areas to accommodate tour groups, meetings, and special events.

Historical Evidence and Proposed Furnishings

Two photographic views of the Old House of Delegates Chamber provide extensive information about the decoration of the room during the last quarter of the 19th century. These photographs include detailed views of the Speaker's desk, the delegates desks and seating furniture, the light fixtures, window treatment, and decorative wall painting. To complement this visual evidence, an historic paint analysis was conducted in 1998 by Matthew Mosca in order to determine the color scheme of these decorations. While not a complete identification of colors, this analysis does indicate that the woodwork was faux painted in a wood grain pattern, which was very fashionable during the period. Additional research into the textiles may identify a particular pattern for the window treatments which could be used as a guide for determining an overall color scheme for the room.

Elements of the proposed restoration would include:

- A re-created Speaker's rostrum in the space where the original would have been;
- The 1858 Gould & Glanville desk with its label (MSA S 1259-142-220);
- Victorian window treatments;
- Re-created paint scheme on walls and woodwork from 1876-1878 renovations;
- Interpretive exhibits about important events that took place in the chamber in the 19th century;
- Pair of Victorian era pier mirrors from the original Governor's Mansion and previously stored in the State House basement;
- Period lamps, chandeliers and scones. Light fixtures installed in the 1876 renovation of the State House were created by Cornelius & Co. of Philadelphia, a major supplier of gas light fixtures in the late 19th century;
- Period photographs of the chamber in the 1880s and 1890s;

- Facsimile copy of the 1864 Declaration of Rights;
- Facsimile copy of the first page of the 1867 Maryland Constitution;
- Plaque honoring Thomas Kennedy, now in Silver Room;
- Portrait of Thomas Holliday Hicks (MSA SC 1545-1175), delegate and Civil War governor;
- Portrait of Thomas Swann, (MSA SC 1545-1044) governor, 1866 - 1869
- Portrait of Augustus W. Bradford, (MSA SC 1545-1107) governor 1862 - 1866
- *The Planting of the Colony* by Frank B. Mayer, (MSA SC 1545-1125), which was originally in the chamber
- *The Burning of the Peggy Stewart* by Frank B. Mayer, (MSA SC 1545-1111), also originally in the chamber;

Investigation of the architectural and structural issues involved in the restoration of the Old House of Delegates Chamber was part of Phase II of the Historic Structure Report and the findings are incorporated into the Archives' research website *mdstatehouse.net*. *Mdstatehouse.net* forms Phase I of the Historic Structure Report and a publication of the Archives of Maryland series of the Maryland State Archives. It incorporates all known documentation and images relating to the construction of the State House and changes to the building over time, from 1769 to the present.

Proposed Uses of the Re-created House of Delegates Chamber

The re-created Old House of Delegates Chamber will be a flexible, multi-use room that can be used as interpretative space for visitors as well as a meeting room or location for special events, rather than a museum space like the Old Senate Chamber. The reproduction speakers' rostrum, which will be set apart by a wooden gallery based on an original design, could be wired for state-of-the-art audio/visual equipment to support high-tech presentations. Reproduction chairs, modeled after original sidechairs seen in period photographs of the room, will allow for public seating that can be rearranged according to the individual uses of the room. The room will also be a beautiful venue for receptions, ceremonies and other gatherings related to the work of state government. A space such as this is much needed within the State House.

The room will include exhibits highlighting some of the important events that took place in the chamber, including the writing of the Constitution of 1864 in which slavery in Maryland was abolished and the Constitution of 1867 which is still in force today. It will also feature portraits of mid-19th century governors of Maryland and two of the most important paintings acquired by the legislature during the late 19th century by Annapolis artist Frank B. Mayer. Two original desks from the chamber will be used as interpretive anchors for describing the historic events that occurred in the room over the 19th century.